



Commonwealth of Kentucky

MASTER AGREEMENT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: Novelties MA			
Doc ID No: MA 758 0700002278 6		Proc Folder: 700235	
Procurement Type: Standard Goods			
Effective Date: 2009-10-15	Expiration Date: 2010-10-14	Not To Exceed Amount	
Administered By: DONALD ROBINSON		Cited Authority: FAP111-35-00-G	
Telephone: 502-564-4510		Issued By: Donald Robinson	
V E N D O R	ALAN HYMAN ENTER INC 9 EASTOVER CT LOUISVILLE KY 40206 US		

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Novelties & Promotional Products		0.00		0.00000	0.00	0.00

Extended Description

Novelties and Promotional Products. Complete line offered on the Alan Hyman electronic catalog Website www.alanhymant.com. EXCLUDES ALL CLOTHING AND WEARABLES.

Pricing is established as a 27 percent discount off of the electronic catalog price and all additional cost elements or options (set-up fees, additional imprint colors, additional imprint locations, etc.) Shipping / Freight charges are incorporated into the discount. All shipping is to be prepaid.

0700002278	Document Phase Final	Document Description Novelties MA	Page 2 of 12
-------------------	---------------------------------------	---	-------------------------------

Contact Information

Alan Hyman Enterprises
9 Eastover Court
Louisville, Ky. 40206
502-896-2858
Fax 502-896-2845
E-mail alanhymant@aol.com
Website www.alanhymant.com

MA 758-0700002278

Terms and Conditions

Master Agreement

Section 1

Scope of Contract

The Office of Procurement Services issues this Master Agreement to provide Novelties and Promotional products Excluding Wearables.

Section 2

Agencies to Be Served

This contract shall be for use by All State Agencies.

Section 3

Political Subdivisions

Under Kentucky Statutes, political subdivisions of this State including counties and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

Section 4

Initial Contract Period

This Master Agreement will be for the initial period of 1 (one) year from date of award.

Section 5

Optional Renewal Period

The Master Agreement may be extended at the completion of the initial contract period for 4 additional one-year periods. This extension must have the written approval of the vendor and the Office of Procurement Services.

Section 6

Revisions @ Renewal

The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for any extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

0700002278	Document Phase Final	Document Description Novelties MA	Page 3 of 12
-------------------	---------------------------------------	---	-------------------------------

Section 7

Pricing (Percentages of Discount)

Pricing for the Master Agreement is established as a 30% discount off of the Alan Hyman Distributors Central electronic catalog pricing. WWW.alanhymament.com.

The percentage of discount quoted applies to the total net price and is to include all associated costs. To include set-up fees, artwork, additional color fees, additional location fees, packaging and handling etc. Freight charges are also incorporated into the discount.

Section 8

Clearance/ Specials Pricing

The best pricing available shall apply. Clearance or special promotion pricing or list price less the contracted 30% discount, whichever is better, shall apply.

The vendor is not required to offer the quoted percentage of discount off of any special or clearance price.

Section 9

Exclusions.

All wearables (clothing, hats etc.) are excluded from this Master Agreement. The Commonwealth reserves the right to exclude any item offered on the Alan Hyman electronic catalog as deemed necessary. A contract modification will be generated to incorporate any additional exclusions.

Section 10

Quantity Basis of Contract/Estimated Quantities

Any and all quantities mentioned are purely estimates, and are not to be implied nor inferred as being guarantees. The State is obligated to buy only that quantity needed by its agencies during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

Section 11

Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices quoted in response to this Solicitation.

Section 12

Alternate Brands/Specifications

The Alan Hyman Distributor Central electronic catalog will be the basis for pricing for the life of the Master Agreement.

0700002278	Document Phase Final	Document Description Novelties MA	Page 4 of 12
-------------------	---------------------------------------	---	-------------------------------

However, the awarded vendor is not required to purchase items from the Alan Hyman Distributor Central Suppliers only. The awarded vendor is allowed to obtain matching products from any source desired, but pricing will still be based on the Alan Hyman Distributor Central electronic catalog.

Section 13

Artwork

Assume NO useable artwork will be provided for Delivery Orders.

Using Agencies will provide a fax copy of LOGO, design and/or text..

Section 14

Imprinting Proofs

Vendor is required to provide a “Paper Proof” of all first-time produced artwork and/or text within 7 days of receipt of each individual order. The “Paper Proof” will require a signed approval from the requesting agency prior to production

Section 15

Samples

The awarded vendor may be required to submit un-imprinted samples to requesting agencies.

Section 16

Post Contract Agreements

The resulting contract shall constitute the entire agreement between the State and awarded contractor. Unless contractually provided, State agencies utilizing this contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a contract resulting from this Solicitation or offer. Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

Section 17

Equipment/Condition

It is understood and agreed that any item shipped shall be new and be in first class condition. Any unit failing to meet the foregoing requirements shall be returned to the contractor, at their expense, and replaced with new.

Section 18

FOB Basis of Shipment

The vendor shall be fully responsible for all shipments FOB Destination to the address indicated on each order.

Section 19

Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements on the open market.

0700002278	Document Phase Final	Document Description Novelties MA	Page 5 of 12
-------------------	--------------------------------	---	-------------------------------

Section 20

Warranties

The manufacturer's most favorable warranty offered to preferred customers shall apply to all items. A minimum of one year for defects in materials or workmanship is required. A copy of such warranty shall be furnished to the agency upon delivery of the product.

Section 21

Termination of Contracts

The Commonwealth reserves the right to terminate contracts for convenience when requirements under the contract no longer exist. A written notice will be given to the vendor at least 30 days prior to such proposed termination date.

Section 22

Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the vendor, to any contract awarded from this Solicitation. A Contract Modification will be issued by the Office of Procurement Services to effect this change.

Section 23

Deliveries

Deliveries are required within 30 calendar days after receipt of a Delivery Order, art work and approval of paper proof.

Section 24

Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

ALL PROVISIONS OF RFB 758 0700002072 ARE HEREBY INCORPORATED.

STANDARD TERMS AND CONDITIONS FOR CONTRACTS AND GRANTS USING ARRA FUNDS

Revised August 14, 2009

0700002278	Document Phase Final	Document Description Novelties MA	Page 6 of 12
------------	--------------------------------	---	-------------------------

PREAMBLE

To the extent that this contract or grant involves the use of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("ARRA") funds, the following terms and conditions apply.

For the purposes of applying these terms and conditions, the following definitions apply:

- I. A "prime recipient" is a non-Federal entity that receives Recovery Act funding as Federal awards in the form of grants, loans, or cooperative agreements directly from the Federal government.*
- II. A "subrecipient" is a non-Federal entity that expends Federal awards received from another entity to carry out a Federal program but does not include an individual who is a beneficiary of such a program.*
- III. A "vendor" is defined as a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. Prime recipients or subrecipients may purchase goods or services needed to carry out the project or program from vendors. Vendors are not awarded funds by the same means as subrecipients and are not subject to the terms and conditions of the Federal financial assistance award.*

The vendor or subrecipient specifically agrees to comply with each of the terms and conditions contained herein.

The vendor or subrecipient understand and acknowledges that the federal stimulus process is evolving and that new requirements for ARRA compliance may still be forthcoming from federal government and the Commonwealth of Kentucky. Accordingly, the subrecipient/vendor specifically agrees that both it and any subgrantees/subcontractors will comply with all such requirements during the contract period.

AVAILABILITY OF FUNDING

Vendor/subrecipient agrees that programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

BUY AMERICAN REQUIREMENT (IF APPLICABLE)

Vendor/subrecipient agrees that in accordance with ARRA, Section 1605, neither vendor/subrecipient or its subcontractors/subgrantees will use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of

0700002278	Document Phase Final	Document Description Novelties MA	Page 7 of 12
------------	--------------------------------	---	-------------------------

the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The vendor/subrecipient understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

CONFLICTING REQUIREMENTS

Vendor/subrecipient agrees that, to the extent ARRA requirements conflict with Commonwealth of Kentucky requirements, the ARRA requirements shall control.

FALSE CLAIMS ACT

Vendor/subrecipient agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

ENFORCEABILITY

Vendor/subrecipient agrees that if the vendor/subrecipient or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the Commonwealth of Kentucky may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Commonwealth of Kentucky under all applicable state and federal laws.

INSPECTION OF RECORDS

Vendor/subrecipient agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of vendor/subrecipient or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

JOB POSTING REQUIREMENTS

Vendors/subrecipients who receive ARRA funded contracts are required to post jobs created and retained as a result of stimulus funds on the Commonwealth of Kentucky Job Bank at: <https://e3.ky.gov/>

PROHIBITION ON USE OF ARRA FUNDS

0700002278	Document Phase Final	Document Description Novelties MA	Page 8 of 12
------------	--------------------------------	---	-------------------------------

Vendor/subrecipient agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of the ARRA, entities receiving ARRA funds must submit reports to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below.

Accordingly, each subrecipient agrees to provide the Commonwealth with the following information in a timely manner:

- a. Subrecipient's DUNS number;
- b. Award number or other identifying number assigned by the prime recipient;
- c. The total amount of ARRA funds received by subrecipient during the reporting period;
- d. The amount of ARRA funds that were expended or obligated during the reporting period;
- e. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - i. the name of the project or activity;
 - ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the project or activity; and
 - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
 - v. the primary place of performance of the subaward, including the city, state, congressional district and country;
 - vi. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- f. Any other information reasonably requested by the Commonwealth or required by state or federal law or regulation.

Each vendor must supply their DUNS number and an estimate of the number of jobs created and number of jobs retained as a result of the award of ARRA funds.

OMB Memorandum M-09-21 dated June 22, 2009 outlines the standard data elements and federal implementation guidance for use in complying with the reporting requirements under Section 1512 of the ARRA.

SEGREGATION OF FUNDS

Vendor/subrecipient agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the American Recovery and

0700002278	Document Phase Final	Document Description Novelties MA	Page 9 of 12
------------	--------------------------------	---	-------------------------

Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

SUBCONTRACTOR/SUBGRANTEE REQUIREMENTS

Vendor/subrecipient agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

WAGE REQUIREMENTS (IF APPLICABLE)

Vendor/subrecipient agrees that, in accordance with Section 1606 of the ARRA, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the Commonwealth of Kentucky are located at: <http://www.gpo.gov/davisbacon/ky.html>

WHISTLEBLOWER PROTECTION

Vendor/subrecipient agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the ARRA, which prohibits all non-federal Vendor/subrecipients of ARRA funds, including the Commonwealth of Kentucky, and all contractors and grantees of the Commonwealth of Kentucky, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. Vendor/subrecipient agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

0700002278	Document Phase Final	Document Description Novelties MA	Page 10 of 12
------------	--------------------------------	---	-------------------------

**COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
OFFICE OF PROCUREMENT SERVICES**

Master Agreement # MA - 758- 0800002278

Date: 10-15-09

Vendor: Alan Hyman Ent.

Addendum No. 3

BIDDER SHALL CONFORM TO THE FOLLOWING CHANGES AS SAME SHALL BECOME BINDING UPON THE CONTRACT TO BE ISSUED IN RESPONSE TO THIS SOLICITATION.

Reason for change:

Mod is issued to renew MA for 1 year and to decrease discount off electronic catalog from 28% to 27%. All other terms and conditions remain

End of Addendum

Don Robinson, CPPO, CPPB

0700002278	Document Phase Final	Document Description Novelties MA	Page 11 of 12
------------	--------------------------------	---	-------------------------

**COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
OFFICE OF PROCUREMENT SERVICES**

Master Agreement # MA - 758- 0800002278

Date: 10-15-09

Vendor: Alan Hyman Ent.

Addendum No. 4

BIDDER SHALL CONFORM TO THE FOLLOWING CHANGES AS SAME SHALL BECOME BINDING UPON THE CONTRACT TO BE ISSUED IN RESPONSE TO THIS SOLICITATION.

Reason for change:

Mod is issued to update data catalog. All other terms and conditions remain unchanged.

End of Addendum

Don Robinson, CPPO, CPPB

0700002278	Document Phase Final	Document Description Novelties MA	Page 12 of 12
------------	--------------------------------	---	----------------------------

COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
OFFICE OF PROCUREMENT SERVICES

Master Agreement # MA - 758- 0800002278

Date: 12-16-09

Vendor: Alan Hyman Ent.

Addendum No. 5

BIDDER SHALL CONFORM TO THE FOLLOWING CHANGES AS SAME SHALL BECOME BINDING UPON THE CONTRACT

Reason for change:

Mod is issued to incorporate AARA Terms and Conditions. All other lines, terms and conditions remain unchanged. Vendor concurrence was obtained and is on file.

End of Addendum

Don Robinson, CPPO, CPPB